

(11) ASSIGNMENT OF INTERESTS IN PARTNERSHIP:

(a) In the event any of the Partners desires to sell or otherwise dispose of his interest in said Partnership, the party desiring to sell or otherwise dispose of said interest shall first offer his interest to the remaining Partners according to their proportionate interests.

Should there be any disagreement between the selling party and the remaining Partners as to the value of the interest being sold, then the selling party shall appoint a representative, the remaining Partners shall appoint a representative, and these two (2) representatives shall appoint a third representative. These three (3) persons shall act as an appraisal committee, and they shall then determine the fair market value of the interest of the selling party, and the parties shall be bound by the value in the event the option is exercised by the remaining Partners. Any costs of such appraisal shall be paid by the selling party.

After receipt of written notice of intention to sell or dispose of the interest from the selling party and after the appraisal, the remaining Partners shall have a thirty (30) day option to elect to purchase said interest and said remaining Partners shall have ninety (90) days from the date they notify the selling party of their intention to exercise the option to pay for said interest. Should any of the remaining Partners fail to exercise the option to purchase his prorata share of the interest of the selling party, the other remaining Partners may purchase the interest of the selling party according to their proportionate interest.

(b) Except as herein provided, no asset or interest in the Partnership may be assigned, transferred, conveyed, hypothecated, or pledged without the written consent of all three Partners.

(12) FAILURE TO MAKE SUBSEQUENT CONTRIBUTIONS: In the event any Partner should fail to make his contribution to any advance of funds required under the provisions hereof, within ten (10) days after written notice to make said contributions, then, in that event, any one or more of the non-defaulting Partners may:

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